## CONTRACT #13 RFS # 329.01-100

**Department of Correction** 

VENDOR:
MHM Correctional Services,
Inc.

### PHIL BREDESEN GOVERNOR



QUENTON L WHITE COMMISSIONER

STATE OF TENNESSEE

DEPARTMENT OF CORRECTION

FOURTH FLOOR, RACHEL JACKSON BUILDING

NASHVILLE, TENNESSEE 37243-0465

Office (615) 253-8139 Fax (615) 532-8281

RECEIVED

JUN 2 1 2005

FISCAL REVIEW

June 21, 2005

The Honorable Don McLeary - Chairman Contract Services Subcommittee Tennessee General Assembly 6A Legislative Plaza Nashville, Tennessee 37243

Dear Sen. McLeary:

The Department of Correction is requesting approval to extend its contract with MHM Correctional Services, Inc. (MHM) for one additional year per the terms of the original competitively bid contract. MHM provides the Department of Correction inmate population with comprehensive, coordinated mental health services. The original contract term was January 1, 2002 through December 31, 2004. Section B.2. of the current contract allows for two additional one year extensions. The MHM contract is currently in its first one year extension for the time period of January 1, 2005 through December 31, 2005. The department is seeking approval to extend the contract for its fifth and final year from January 1, 2006 through December 31, 2006. At the end of this period, a new Request for Proposals (RFP) will be issued.

#### **Existing Services**

Currently, American Correctional Association (ACA) accreditation standards, as well as state and federal regulations, stipulate that the State provide quality mental health services to offenders with mental, behavioral and substance abuse problems. According to statistics recently gathered by the TDOC division of Policy, Planning and Research, our department houses 4,252 offenders who are known to have a diagnosis of a mental, behavioral or substance abuse disorder. On average, these offenders are serving sentences of 16.29 years. Thus, approximately 21% of the incarcerated population requires sustainable, quality mental, behavioral and substance abuse treatment on a regular basis, and these services must be accessible for a significant length of time.

The department has been pleased with the quality of care and level of services provided by MHM Correctional Services, Inc. These services include psychotropic medication management (psychiatry) as well as psychotherapy, special education evaluation and parole evaluations (psychology). The MHM clinicians provide clinical supervision to state mental health employees, psychology interns/practicum students and continuing education in the form of additional clinical training to State employees.

The department has also been pleased with the professionalism of the executive and administrative support offered by MHM. The managers and administrative support staff maintain excellent documentation of the clinical treatment services. Monthly reports are provided to the Commissioner's Complex and Health and Rehabilitative services divisions. Additionally, the state has been able to reduce the expense of psychotropic medication for the inmates through MHM efforts, e.g., contracting for lower wholesale medication costs, and returns of unused, unopened medications.

Additionally, MHM has supported the state's efforts to expand treatment services for offenders with serious and persistent mental illness. In February of this year, the Medical Director for MHM accompanied a leadership team from DOC to a training funded by the Eli Lilly Foundation. The result of this training is implementation of four (4) inmate treatment groups at the Deberry Special Needs Facility, which will educate and train these inmates to work with their treatment providers to manage their illness.

#### **Cost Comparisons**

It is anticipated that by extending the contract with MHM, the state can continue to benefit from quality treatment and administrative services without paying the exorbitant increases in expenditures documented in other states. According to a survey of deputy directors of correctional systems, the following states experienced significant increases in the costs of contract mental health services: New York had an increase of 28% from 2001 to January 2005; Ohio anticipates an increase of 20% once personal service contracts have been phased out and a single contractor is hired; and Kentucky had an increase in 18% when the contract from the previous year was renewed. We believe that re-bidding the mental health services contract now would mean an increase in expenditures of approximately 18% above the current contract as was experienced in Kentucky. The current multi-year contract has a maximum liability of \$15.898,747.00. The fifth year of the contract has an inflator of 8.7% and the cost of the contract is \$4,996,900. Therefore extending the existing contract for one year will avoid a substantial cost increase of conservatively \$427,500 (18% - 8.7% of \$4,597,000). The fourth year cost of the contract was \$4,597,000.

Other states have experienced significant increases in mental health expenditures in a relatively short time frame; a comparison with Pennsylvania appears below.

#### Pennsylvania Comparison

The state of Pennsylvania contracts independently for health services, mental health services and pharmacy services.

The following numbers reflect the cost with November 2004 as the reference point:

	Psych Med Cost	I/Ms on Psych Meds	Cost per I/M System wide
PA	\$610,019.71	7409	\$82.33
TN	\$123,249.28	1938	\$63.60

Tennessee psychotropic drug costs are 22.7% less expensive per inmate than in Pennsylvania.

Utilizing the cost per inmate ratio, Tennessee has saved by its current contractual system \$36,104.94 over a comparative service delivery system in Pennsylvania.

#### Service Delivery Considerations

In addition to the aforementioned benefits of utilizing MHM as the sole contractor for mental health services, it is our belief that the following also apply:

#### Continuity of Care for Patients

Patients are treated with continuous care across the 12 prisons. When transfers
occur, which is often, the patient is reviewed by a psychiatrist and/or psychologist
without interruption of services. Also due to consistency in the treatment
philosophy and clinical protocols, continuity of care is enhanced and radical,
potentially harmful changes to any particular patient's medication regimen are
minimized.

#### Pharmaceutical Issues

- By utilizing one formulary, patients are treated consistently with medications, thus
  allowing greater therapeutic levels to develop. In addition, there is consistency in
  the contracted wholesale medication expense. If multiple providers develop,
  proscribe, and contract for multiple formularies, there is a likelihood of significantly
  higher medication costs.
- Typically, a lack of a centralizing authority translates into psychotropic drug costs not routinely being reviewed, monitored, or analyzed. For example, during the calendar year of 2004 the current mental health provider (MHM), through consistent monitoring was able to return unused psychotropic medications for nearly \$150,000 (\$148,893.29) in refunds. One-half of this revenue was returned to the State of Tennessee. The more entities responsible for ordering and dispensing meds, the less likelihood there is for this type of sustained effort and measurable benefit.

#### Team Approach

 Under the current system, psychiatrists and psychologists are available to meet regularly via teleconference to discuss treatment of difficult cases and review changes to TDOC policies and procedures that will affect their work routines and duties. This arrangement becomes much more complex if providers are working for disparate sources and cannot be held to a regular schedule by a centralized authority.

#### **Intangibles**

- There is increased chance that multiple entities, because of the nature of their location and operating budgets, will hire staff with whom they "feel comfortable" rather than individuals who will provide the best service.
- A single entity will have more experience and resources to provide for on-going recruitment of clinicians. In addition, the single provider can hire providers based on the statewide outlook for services and not be limited by regional concerns.
- It is more efficient for TDOC personnel, both field and central office, to have one fixed point of contact in order to address issues and troubleshoot problems than it is to work through the layers of numerous providers and bureaucracy.
- Increasing the number of MH providers, all working under varying rules and regulations, increases the chances of litigation. For example, the Alabama Department of Correction has seen a 63% increase in the cost of mental health expenditures since 2002 due to a court order.

In summary, the Department believes that it is in the State's best interest to extend the existing contract with MHM for the fifth and final year of its contract. The extension of this contract will ensure that patients receive coordinated and appropriate services, that services are consistent at all facilities, and that cost containments are maximized. Thank you for your assistance in this matter.

Sincerely,

Quenton I. White

QIW:JM:CP

cc:

James White Gayle Ray Catherine Posey Jim Cosby Jeanine Miller Bryce Grissom

### REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

			С	Commissioner of Finance & Administration					
		•	D	Date:					
			_		. ,				
A REQUEST (	CAN NOT E	ns below indicates specific info BE CONSIDERED IF INFORMATI ACH OF THE REQUIREMENTS IT	ION PROVIDE	nust be individually detailed or add D IS INCOMPLETE, NON-RESPONS AS REQUIRED.	ressed <u>as required</u> . GIVE, OR DOES NOT				
RFS#	329.01-1	00							
STATE AGENCY NAME : Department of Correction									
SERVICE CAPTION: Ps		Psychiatrist and psychologis	Psychiatrist and psychologist services						
CONTRACT#		FA-02-14850-01		PROPOSED AMENDMENT #	2				
CONTRACTOR:		MHM Correctional Services,	inc.						
CONTRACT STA	RT DATE	•	January 1, 2002						
CURRENT, LATEST POSSIBLE END DATE : (including ALL options to extend)			December 31, 2005						
CURRENT MAXIMUM LIABILITY:			\$15,898,74	7.00					
LATEST POSSIBI (including ALL opt		ATE <u>WITH</u> PROPOSED AME end)	ENDMENT:	December 31, 2006					
TOTAL MAXIMUM (including ALL opt		<u>/ITH</u> PROPOSED AMENDME end)	ENT :	\$20,895,647.00					
APPROVAL CRITERIA: use of Non-Competitive Negotiation is in the best interest of the state (select one)									
	only one uniquely qualified service provider able to provide the service								
ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)									
(1) description o	(1) description of the proposed additional service and amendment effects :								
This amendment (	This amendment (Amendment #1) extends the contract from January 1, 2002 thru December 31, 2006 for psychiatrist and psychologist services. This is a one year extension request (January 1, 2006 through December 31, 2006).								
2) explanation of need for the proposed amendment :									

This proposed amendment is to provide continuity of psychiatrist and psychologist services to inmates without interruption of services.								
(3) name and address of the proposed contractor's principal owner(s):  (not required if proposed contractor is a state education institution)								
Mike Pinkert, Founder/Chairman/CEO MHM Corre	Mike Pinkert, Founder/Chairman/CEO MHM Correctional Services, Inc. 1593 Springhill Road Suite 610 Vienna, VA 22182							
(4) documentation of OIR endorsement of the Non-Competitive procurement request : (required only if the subject service involves information technology)								
select one: Documentation Not A	Applicable to this Request Documentation Attached to this Request							
(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request : (required only if the subject service involves training for state employees)								
select one: Documentation Not A	Applicable to this Request Documentation Attached to this Request							
(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :								
Procuring the existing contract was a long, complex extending the contract is in the best interest of the	Procuring the existing contract was a long, complex process. Based on the services provided and the rates in the contract, we believe extending the contract is in the best interest of the State so as not to interrupt this care.							
(7) justification of why the F&A Commissioner	should approve a Non-Competitive Amendment :							
Because of the need to continue Mental Health Services to inmates, we believe the non-competitive amendment should be granted. The rate for the 2006 calendar year (the final year of the contract which we are proposing to extend) is included in the original contract. See additional justification for extending this contract included in the attached letter from Assistant Commissioner Jim Cosby of Rehabilitative Services.								
A OF NOVI IFAD DE OUTOT CIONATURE								
AGENCY HEAD REQUEST SIGNATURE: (must be signed by the ACTUAL procuring								
agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)								
SIGNATURE DATE: 6-16-05								

\$2,514,800.00

\$4,996,900.00

FY:

2007

Totals

\$15,898,747.00

6/15/2005

# AMENDMENT TWO TO CONTRACT FA-02-14850-00 BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION AND MHM CORRECTIONAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and MHM Correctional Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section B.1. in its entirety and insert the following in its place:
  - B.1. <u>Contract Term.</u> This Contract shall be effective for the period commencing on January 1, 2002 and ending on December 31, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Delete Section C.1. in its entirety and insert the following in its place.
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed twenty million eight hundred ninety five thousand six hundred forty seven dollars (\$20,895,647.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:		
MHM CORRECTIONAL SERVICES, INC.	•	
Mike Pinkert, President	Date	
·		
DEPARTMENT OF CORRECTION		
		·
Quenton I. White, Commissioner	Date	
APPROVED:		
DEPARTMENT OF FINANCE AND ADMINISTRATION:	,	
DEL ATTIMENT OF TRANSPORTED ADMINISTRATION.		
M. D. Goetz, Jr., Commissioner	Date	
COMPTROLLER OF THE TREASURY:		·
		•
John G. Morgan, Comptroller of the Treasury	Date	

H:\tiscal-contracts\beginning 10\_18\_04\amendments\MHM\MHM\MHM 2006 Calendar Year Cost Estimate\_bg

Total Extended Costs	2,482,100 2,514,800	4,996,900	15,898,747	20,895,647
Total Exten Costs	<del>69 69</del>	€		€9
Number Extended of Dollar Drug Months Costs	\$ 510,000	Fotal Cost	Max Liab per Original Contract	Total Amount
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Numb of Month	<u> </u>			
Per Month Drug Costs	85,000 85,000			
<u> </u>	<del>⇔</del>			
Extended Dollar Amount	1,972,100 2,004,800			
	<del>⇔</del>			
Number of Days	181			
Per Day Inmate Population	14,150 14,150		•	
Per Diem Rate	0.77		·	
Period Covered	1/1/2006 - 6/30/2006 7/1/2006 - 12/31/2006			
Fiscal Year	2006 2007			

# AMENDMENT ONE TO CONTRACT FA-02-14850-00 BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION AND MHM CORRECTIONAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and MHM Correctional Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

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- 2. Delete Section C.1. in its entirety and insert the following in its place.
  - C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed fifteen million eight hundred ninety eight thousand seven hundred forty seven dollars (\$15,898,747.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:		
MHM CORRECTIONAL SERVICES, INC.		
MS ( see )	12/16/04	
Mike Pinkert, President	Date	
DEPARTMENT OF CORRECTION		
DEL ARTIMENT OF CORRECTION		
(Sabyute	12/17/04	
Quenton I. White, Commissioner	Date	
APPROVED:		
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
<i>,</i>	this a coor	
M. D. Goetz, Jr., Commissioner	JAN - 4 2005	
M. D. Goetz, Jr., Commissioner	Date	
COMPTROLLER OF THE TREASURY:		
Close ( Morgan	1/4/05	
John G. Morgan, Comptroller of the Treasury	Date	

CONTRACT SUMMARY SHEET														
RFS Number: 329.01-100					Contract Number: FA-02-14850-00					]				
State Agency: Department of Correction					Division: Administration									
Contractor						Contractor Identification Number								
MHM Corr	ectiona	l Services, Inc.					V-	541	185634	0.00				
				•	Service D	escri	ption							
Psychiatrist and psychologist services										•				
		Contract B	egin Date		· <del></del>					Cont	ract E	nd Date		
1/1/02						12/3	31/04							
Allotment	t Code	Cost Cente	r Ob	ect Code	Fu	nd			Grant		Gra	ant Code	Subgrar	nt Code
329.01		43	083		11				on STA	ARS	S			
FY	St	ate Funds	Federa	l Funds	Interder Fi	oartm unds	enta	I	Other	Fundi	Eunding		ntract Amount ALL amendments)	
2002	<del></del> ,	1,700,841.00	<del></del>				•					1,700,84		
2003		3,570,737.50										3,570,737.		
2004	,	3,950,033.00					_					3,950,033.00		
2005		2,080,136.00	Add inter 1 the			2,080,136.						),136.00		
5 750 fe			Add to 1 the		<u>.                                    </u>					<del>-</del>				
Total:		11,301,747.00				11,301,747.00								
CFDA#						Check the box ONLY if the answer is YES:								
		State Fisca	al Contact			Is the Contractor a SUBRECIPIENT? (per OMB A-133)								
Name: Address:	3rd F	erine Posey Toor, Rachel Ja	ackson Bu	ilding		Is the Contractor a VENDOR? (per OMB A-133)								
Phone:	741-	1000 ext. 3002		<u>.                                    </u>		Is the Fiscal Year Funding STRICTLY LIMITED?								
Proci	uring A	gency Budget (	Officer Ap	proval Signa	ture	Is the Contractor on STARS?								
	$\mathcal{C}$	Poseu-				Is the Contractor's FORM W-9 ATTACHED?								
		8				Is the Contractors Form W-9 Filed with Accounts?								
COMPLETE FOR ALL AMENDMENTS (only)					Funding Certification									
Base Contract & This Amendment Prior Amendments ONLY						Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is								
END DATE →			the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.											
FY:														
FY:		* * * * ***	1 A AMING				-				-			
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